

**STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION**

In the Matter of:

PETITION OF MARION TELEPHONE, LLC,)	
FOR ARBITRATION OF CERTAIN TERMS AND)	
CONDITIONS OF PROPOSED AGREEMENT WITH)	Case No. 2006-
VERIZON NORTH INC.)	
(f/k/a GTE NORTH INCORPORATED) AND)	
VERIZON SOUTH INC.)	
(f/k/a GTE SOUTH INCORPORATED))	
CONCERNING INTERCONNECTION UNDER THE)	
TELECOMMUNICATIONS ACT OF 1996)	

**PETITION OF MARION TELEPHONE, LLC,
FOR ARBITRATION WITH VERIZON
UNDER THE TELECOMMUNICATIONS ACT OF 1996**

Marion Telephone, LLC, (“Marion Telephone”) hereby petitions the Illinois Commerce Commission (“Commission”) to arbitrate, pursuant to Section 252(b) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (“Act”), and Part 761 – rules of Arbitration Practice (“Illinois Arbitration Rules”), 83 Ill. Adm. Code 761, and other applicable statutes and regulations, certain terms and conditions of a proposed Interconnection Agreement between Marion Telephone and Verizon North, Inc. (f/k/a GTE North Incorporated) and Verizon South, Inc. (f/k/a GTE South Incorporated) (“Verizon”).

PARTIES

Marion Telephone’s full name and its official business address:

Marion Telephone, LLC
1309 Fosse Road
Marion, IL 62959

Marion Telephone is an Illinois Limited Liability Company and is a utility authorized to provide local exchange service and interexchange service in the State of Illinois. Marion Telephone is a “telecommunications carrier” and a competitive “local exchange carrier” under the Act.

Marion Telephone is a rural competitive local exchange carrier, seeking to provide access to underserved rural areas in Southern Illinois. The name and address of Marion Telephone’s representative in this proceeding is as follows:

James Keller
Marion Telephone, LLC
P.O. Box 785
Marion, IL 62959
(606) 477-2461

Verizon is an incumbent provider of local exchange services within the State of Illinois. Verizon is, on information and belief, a wholly-owned subsidiary of Verizon Communications Inc., a Delaware corporation with its principal place of business at 140 West Street, New York, New York 10007. Verizon is, and has been at all material times, an Incumbent Local Exchange Carrier (“ILEC”) in the State of Illinois as defined by Section 251(h) Act, and as such is subject to the interconnection, unbundling, and related obligations specified in sections 251(c) and 251(d) of the Act. In addition, Verizon is a Bell Operating Company (“BOC”) as defined by 47 U.S.C. § 153(4), and has received authority to provide long distance service in Illinois pursuant to Section 271(d)(3) of the Act. As such, Verizon is subject to an ongoing obligation to provide specified forms of access, interconnection, and network elements, to “one or more unaffiliated competing providers” pursuant to “binding agreements that have been approved under Section 252” of the Act. 47 U.S.C. §§ 271(c)(1)(A), (c)(2)(A), and (c)(2)(B)(i)-(xiv).

JURISDICTION

This Commission has jurisdiction over Marion Telephone's petition for arbitration pursuant to Section 252 of the Act. Under the Act, either party to an interconnection negotiation may petition the relevant state commission for arbitration of open issues if negotiations fail to yield agreement. The parties have been unable to reach an agreement on the terms of a new Interconnection Agreement. Under Section 252(b)(1), a party's request for arbitration to the state commission must be made between the 135th day and the 160th day after the date the ILEC receives a request for negotiations under Section 252(a) of the Act. By mutual agreement of the parties, the 160th day is October 23, 2006. Accordingly, this petition is timely filed. Marion Telephone requests that the Commission conduct an evidentiary hearing in this proceeding. This arbitration must be resolved under the standards established in 47 U.S.C. 251 and 252, applicable rules and orders issued by the Federal Communications Commission ("FCC"), and applicable statutes, rules and orders of this Commission. Accordingly, this Commission should make an affirmative finding that the rates, terms, and conditions that it prescribes in this arbitration proceeding are consistent with the requirements of applicable federal and state law.

NEGOTIATIONS

Marion Telephone and Verizon have agreed to stipulate that, for the purpose of this arbitration, the parties formally entered into negotiations for a new Agreement on May 16, 2006. Thus, the statutory window for filing a formal request for arbitration (the 160th day after that date) is October 23, 2006. While the parties have agreed to a few parameters of an Interconnection Agreement, many of the major issues remain unresolved. To the extent the Parties reach further agreement, thereby reducing or narrowing the issues Marion Telephone may request this Commission to arbitrate, Marion Telephone will provide immediate notice to this Commission. The unresolved issues identified by Marion Telephone are set forth below.

In order to accommodate Verizon, Marion Telephone agreed to negotiate the terms of a new interconnection agreement by proposing revisions to Verizon's proposed template Interconnection Agreement ("Template Agreement") as the base-negotiating document. The Parties then attempted to negotiate changes to the Template Agreement. The Parties have reached an impasse because Verizon refused to compromise on any of the changes that Marion Telephone proposed.

Marion requests that the Commission arbitrate and approve an Interconnection Agreement between Marion Telephone and Verizon reflecting the resolution in this arbitration proceeding of the unresolved issues described below.

RESOLVED ISSUES

The Parties do not dispute a number of issues, including the general terms and conditions of the Agreement.

The Parties have come to an impasse, however, on several important provisions of the ICA, as a direct result of Verizon's refusal to compromise on any issues regarding to the ICA template.

STATEMENT OF UNRESOLVED ISSUES

The unresolved issues between Marion Telephone and Verizon, as well as Marion Telephone's position as to each unresolved issue, are set forth below:

***Issue 1:* Under Section 4 of the section entitled "Applicable Law," should Verizon provide thirty (30) day or three hundred sixty (360) days prior written notice to Marion Telephone of any discontinuance of a Service as a result of any legislative, judicial, regulatory or other governmental decision, order, determination or action, or any change in Applicable Law?**

It is not in the public interest to permit Verizon to disconnect services with only a thirty (30) day notice, particularly if termination of the offering or service will require Marion Telephone to terminate such service to an existing customer. A reasonable notice time would be 360 days to allow a reasonable phase-in period.

Issue 2: Under Section 6, entitled “Assurance of Payment,” should Verizon at any time and as many times as they wish require adequate assurance of payment of amounts due (or to become due) to Verizon or should it be limited to a maximum of twice a year?

It is unreasonable for Verizon to have unfettered access and no guidelines as to when they can request assurance of payment. Marion Telephone is a small company, and it would be a tremendous hardship should Verizon bombard it with such requests. Marion Telephone submits that such requests for assurance should be limited to twice per year.

Issue 3: Under Section 6, entitled “Assurance of Payment,” should Verizon’s letter of credit be in an amount equal to one (1) or two (2) months anticipated charges (including, but not limited to, both recurring and non-recurring charges)? Should Verizon be the one to reasonably determine what that amount should be?

It is unreasonable to tie up a small company’s capital through a letter of credit for two months. Again, Marion Telephone is a small company with limited capital, and this section represents a substantial hardship affecting its ability to serve Illinois customers.

As to the deposit amount, it is unreasonable to require an open-ended dollar amount in this section (“as reasonably determined by Verizon”). Would Verizon sign a contract that left the deposit amount open ended? Verizon should not be given unilateral power to set the amount it requires under this section.

Issue 4: Under Section 21, entitled “Insurance,” should Verizon be able to require Marion Telephone to maintain for a period of two years after the term of the agreement all insurance and/or bonds required to satisfy its obligations under the Agreement and all insurance and/or bonds required by Applicable Law?

Marion Telephone should not be required to maintain insurance beyond the period of its Agreement with Verizon. Marion Telephone adequately insures itself without having to meet other reporting requirements. The cost of to maintain this insurance is in the tens of thousands of dollars range. Verizon has enough safeguards elsewhere in the Agreement to protect its interests.

Issue 5: Under Section 21, entitled “Insurance,” what level of insurance should Verizon be able to require Marion Telephone to maintain if it never collocates in any of its facilities?

Marion Telephone doesn’t dispute that the ICC and FCC have both established that it is reasonable for Verizon to require a CLEC to maintain a ten million dollar umbrella policy if the CLEC is collocating in Verizon’s facilities. However, if a CLEC never goes on Verizon’s property or in its buildings, it would be more appropriate to require the insurance that a resale-only CLEC would pay. In addition, the level of insurance is not commensurate with Marion Telephone’s size, which should be taken into consideration.

Issue 6: Under Section 26, entitled “Network Management,” Verizon makes insists on the following language: “In the event of an outage or trouble in any Service being provided by a Party hereunder, the Providing Party will follow Verizon’s standard procedures for isolating and clearing the outage or trouble.”

Marion Telephone is entitled to require Verizon to set forth its “standard procedures” in writing to hold Verizon accountable pursuant to this section. Without knowing what those standard procedures are, it is impossible to know if Verizon is complying with its obligations under this section.

Issue 7: Under Section 31, entitled “Performance Standards,” Verizon insists upon the following language: “Verizon shall provide Services under this Agreement in accordance with the performance standards required by Applicable Law, including, but not limited to, Section 251(c) of the Act.”

Marion Telephone is entitled to have written documentation, or a list, of what Verizon’s “performance standards” are so that Verizon may be held accountable for any failure to meet those standards.

Issue 8: Under Section 50, entitled “Withdrawal of Services,” should Verizon be able to terminate any provision of the Agreement that provides for the payment by Verizon to Marion Telephone? Also should Verizon be able to terminate anything with only a thirty (30) day notice?

Section 50 should be removed in its entirety because it is so blatantly one-sided so as to render it unconscionable. Marion Telephone should be entitled to rely on the contract provisions as the parties agree or this Commission mandates, without Verizon having unilateral authority to terminate any provision with practically no notice.

Issue 9: In the Definitions section (2.62) of the Glossary, MDF (Main Distribution Frame) is defined as being restricted only to a point in Verizon’s wire center. This definition should be expanded to include “Interconnection to all Facilities.”

The language of Section 2.62 should be changed to read as follows: “The primary point at which outside plant facilities terminate within a Wire Center, for interconnection to other Telecommunications facilities. The distribution frame used to interconnect cable pairs and line trunk equipment terminating on a switching system.”

Issue 10: In the Definitions section (2.75) of the Glossary, the definition of POI (Point of Interconnection) should include Marion Telephones facilities.

Point of interconnection should include either facilities; those of Verizon and those of Marion Telephone.

Issue 11: Section 8.62 of the Additional Services Attachment is not reasonable in that it is heavily one-sided toward Verizon.

Language should be inserted in this section so that it applies only to “intentional” breaches. Further, this section should afford the same remedies to Marion Telephone as it does for Verizon.

Issue 12: In Section 1 (“General”) of the Interconnection Attachment, is it reasonable to exclude Marion Telephone’s network and metallic meet points from the requirements of interconnection?

Marion Telephone asserts that the following language should be used in lieu of the Verizon template:

“Each Party shall provide to the other Party, in accordance with this Agreement, but only to the extent required by Applicable Law, interconnection at (i) any technically feasible Point(s) of Interconnection on Verizon’s or Marion Telephones network in a LATA and/or (ii) a fiber or metallic meet point to which the Parties mutually agree under the terms of this Agreement, for the transmission and routing of Telephone Exchange Service and Exchange Access. By way of example, a technically feasible Point of Interconnection on Verizon’s or Marion Telephone’s network in a LATA would include an applicable Tandem Wire Center or End Office Wire Center.”

Issue 13: In Section 2.1 (“Points of Interconnection and Trunk Types”), is it reasonable to exclude Marion Telephone’s network? Further, should language be inserted to mandate agreement by both parties?

Marion Telephone asserts that the following language should be substituted for that contained in the Verizon template:

“Each Party, at its own expense, shall provide transport facilities to the technically feasible Point(s) of Interconnection on Verizon’s and or Marion Telephones network in a LATA agreed to by both parties.”

Issue 14: In Section 2.3 of the Interconnection Attachment (“One Way Interconnection Trunks”), is it reasonable for Verizon to limit the total number of tandem interconnection trunks to a maximum of 240 trunks?

This limitation is unreasonable and arbitrary. Verizon has not provided any compelling reason to keep this in the contract. Marion Telephone requests this language to be removed or modified.

Issue 15: In Section 3, “Alternative Interconnection Arrangements” of the Interconnection Attachment, should the attachment include a section requiring Verizon to provide Metallic Interconnection for Access to Unbundled Network Elements?

Marion Telephone should be entitled to Metallic Interconnection for access to unbundled network elements. Marion Telephone proposes the following language to be added to the Agreement:

“3.2 Metallic Interconnection for Access to Unbundled Network Elements

General

A CLEC is permitted to construct or procure a structure on property other than Verizon's for the purposes of provisioning expanded interconnection and/or access to unbundled network elements.

The CLEC is responsible for complying with all zoning requirements, any federal, state or local regulations, ordinances and laws, and obtaining all associated permits. Verizon may, where required, participate in the zoning approval and permit acquisitions. The CLEC may not take any action in establishing a structure that will force the Verizon to violate any zoning requirements or any federal, state or local regulations, ordinances, or laws.

Price Quote

Verizon shall provide the CLEC with a price quote for services required to accommodate the CLEC's request within ten (10) calendar days of the application date. The CLEC shall have seven (7) calendar days from receipt of the quote to inform Verizon, in writing, of its intent to proceed with the request and pay fifty percent (50%) of the applicable Non-Recurring Charges (NRCs), set forth in attached pricing. The remaining 50% will be billed by Verizon upon completion of the request.

Equipment and Facilities

Cable

The CLEC is required to provide proper cabling, based on circuit type (VF, DS0, xDSL, DS1, DS3, etc.) to ensure adequate shielding and reduce the possibility of interference. The CLEC is responsible for providing fire retardant riser cable that meets Company standards. Verizon is responsible for placing the CLEC's fire retardant riser cable from the cable vault to the space. Verizon is responsible for installing CLEC provided fiber optic cable in the cable space or conduit from the first manhole to the premises. This may be shared conduit with dedicated inner duct.

If the CLEC provides its own fiber optic facility, then the CLEC shall be responsible for bringing its fiber optic cable to the premises manhole. The CLEC must leave sufficient cable length for Verizon to be able to fully extend such cable through to the CLEC's space.

Manhole/Splicing Restrictions

Verizon reserves the right to prohibit all equipment and facilities, other than fiber optic cable, from its entrance manholes. The CLEC will not be permitted to splice fiber optic cable in Manhole #1 (first Company manhole outside of the wire center). Where the CLEC is providing underground fiber optic cable in Manhole #1, it must be of sufficient length as specified by Verizon to be pulled through the premises conduit to the CLEC arrangement. Verizon is responsible for installing a

cable splice, if necessary, where CLEC provided fiber optic cable meets Company standards within the premises cable vault or designated splicing chamber. Verizon will provide space and racking for the placement of an approved secured fire retardant splice enclosure.

Testing

Upon installation of the CLEC equipment, with prior notice, Verizon will schedule an agreed upon time C with the CLEC during the turn-up phase of the equipment to ensure proper functionality between CLEC C equipment and the connections to Company equipment. The time period for this to occur will correspond to Verizon's maintenance window installation requirements. The CLEC is solely responsible to provide its own monitor and test points, if required, for connection directly to their terminal equipment. If the CLEC N cannot attend the scheduled turn-up phase meeting for any reason, the CLEC must provide Verizon with seventy-two (72) hours advanced written notice prior to the scheduled meeting. If the CLECs fails to attend the scheduled meeting without the advanced written notification, Verizon reserves the right to charge the CLEC additional labor rates set forth in 16. following for subsequent turn-up meetings with the CLEC which are required to complete the turn-up phase of the arrangement. TEST ALL PAIRS

Description and Application of Rate Elements – (Non-Recurring Charges)

Engineering Fee

The Engineering Fee provides for the initial activities of the Central Office Equipment Engineer, Land & Building Engineer and the Outside Plant Engineer associated with determining the capabilities of providing On-Site. The labor charges are for an on-site visit, preliminary investigation of the manhole/conduit systems, wire center and property, and contacting other agencies that could impact the provisioning of .

Fiber Cable Pull–Engineering

The Fiber Cable Pull–Engineering fee provides for engineering associated with pulling the CLEC's fiber cable in an arrangement. The Fiber Cable Pull–Engineering charge includes the time incurred by the Outside Plant Engineer on the project to determine the conduit/ subduct assignment and associated outside plant activity to complete the work.

Fiber Cable Pull–Place Inner duct

This NRC covers the cost for placing innerduct, if required for, which is the split plastic duct placed from the cable vault to the CLEC's equipment area through which the CLEC's fiber is pulled.

Fiber Cable Pull–Labor

This charge covers the labor costs for pulling CLEC fiber cable for an arrangement. Refer to Fiber Cable Pull–Engineering above.

Cable Fire Retardant

This charge is associated with the filling of space around cables extending through walls and between floors with a non-flammable material to prevent fire from spreading from one room or floor to another.

Metallic Cable Pull–Engineering

This NRC covers the engineering costs of pulling metallic cable for into Verizon wire center. For , the metallic cable will be spliced in the cable vault to a stubbed connector located on the vertical side of the main distribution frame to provide proper protection for central office equipment.

Metallic Cable Pull–Labor

This charge covers the labor costs of pulling metallic cable for into Verizon wire center.

Cable Splice–Engineering

This charge covers the outside plant engineering costs for cable splice projects associated with an arrangement.

DS1/DS0 Cable Splice–Greater Than 200 Pair

This charge is for the labor to splice metallic cables and is based on a per-pair spliced.

D1/DS0 Cable Splice–Less Than 200 Pair

This charge is for the labor to splice metallic cables and is based on a per-pair spliced.

Fiber Cable Splice

This charge covers the labor to splice fiber cables and is based on a per-fiber spliced.

Facility Pull–Engineering

This charge covers the engineering cost associated with the interconnection wire (cable) from the main distribution frame connector to a termination block or DSX panel.

Facility Pull–Labor

This charge covers the labor of running the interconnection wire (cable) from the main distribution frame connector to a termination block or DSX panel.

DS0 Cable Termination (Connectorized)/ DS0 Cable Termination (Unconnectorized)

These charges cover the labor to terminate these types of interconnection wire (cable) for to the main distribution frame block or DSX panel.

DS1 Cable Termination (Connectorized)/ DS1 Cable Termination (Unconnectorized)

These charges cover the labor of terminating these types of interconnection wire (cable) for to the main distribution frame block or DSX panel.

DS3 Coaxial Cable Termination (Preconnectorized)

These charges cover the labor of terminating this type of interconnection wire (cable) for to the main distribution frame block or DSX panel.

Fiber Cable Termination

This charge covers the labor of terminating fiber cable for to the main distribution frame block or DSX panel.

Miscellaneous Services–Labor

Additional labor, if required by the CLEC to complete a request, disconnect power cables, remove equipment or perform inventory services for CLECs will be rated as set forth in attached pricing.

Dedicated Transit Service (DTS) - Service Order Change

Applied per DTS order to the requesting CLEC for recovery of DTS order placement and issuance costs. The manual charge applies when the semi-mechanized ordering interface is not used.

Dedicated Transit Service (DTS) – Service Connection CO Wiring

Applied per DTS jumper to the requesting CLEC for recovery of DTS jumper material, wiring, and service turn-up for DS0, DS1, DS3, and dark fiber circuits.

Dedicated Transit Service (DTS) – Service Connection Provisioning

Applied per DTS order to the requesting CLEC for recovery of circuit design and labor costs associated with the provisioning of DS0, DS1, DS3 and dark fiber circuits for DTS.

BITS Timing

The BITS Timing monthly charge is designed to recover equipment and installation cost to provide synchronized timing for electronic communications equipment. This rate is based on a per port cost.

Description and Application of Rate Elements - (Monthly Charges)

Cable Subduct Space–Manhole

This charge covers the space utilization cost that the outside plant fiber or metallic cable occupies within the manhole.

Cable Subduct Space

The Cable Subduct Space charge covers the space utilization cost of the subduct that the outside plant fiber or metallic cable occupies within the conduit system.

Conduit Space (Metallic)-Manhole

This charge covers the space utilization cost that the outside plant metallic cable occupies within the manhole.

Conduit Space (Metallic)

This charge covers the space utilization cost that the outside plant metallic cable occupies within the conduit system.

Facility Termination DS0 Cable

This charge is applied per 100 pair cable terminated. This charge is designed to recover the labor and material cost of the main distribution frame 100 pair circuit block.

Facility Termination DS1 Cable

The Facility Termination (DS1) charge is applied per 28 pair DS1 cable terminated. This charge is designed to recover the labor and material cost of the DSX facility termination panel.

Facility Termination DS3 Cable

The Facility Termination (DS3) charge is applied per DS3 cable terminated. This charge recovers the labor and material cost of the DSX facility termination panel.

Cable Vault Space

The Cable Vault Space charge covers the cost of the space the CLEC's cable occupies within the cable vault. The charge is based on the diameter of the cable or subduct.

Cable Rack Space

This charge covers the space utilization cost that the CLEC's fiber, metallic or coaxial cable occupies within the cable rack system. The charge is based on the linear feet occupied.

LOCAL NETWORK ACCESS SERVICES

Rates and Charges

	<u>MONTHLY NRC</u>	<u>CHARGE</u>
<u>BITS Timing</u>		
Engineering/Termination, Per Project	22.00	--
Material/Labor, Per Linear Foot	0.78	--
Per Port, Per Month	--	\$7.28
 Engineering Fee		
On-Site, Per Occurrence	\$ 576.89	--
 Fiber Cable Pull- Engineering, Per Project	\$316.30	--
 Fiber Cable Pull-Place Innerduct, Per Linear Foot	1.77	--
 Fiber Cable Pull Per Linear Foot	1.10	--
 Cable Fire Retardant Per Occurrence	24.95	--
 Metallic Cable Pull- Engineering, Per Project	316.30	--
 Metallic Cable Pull Per Linear Foot	1.73	--
 Metallic Cable Splice Engineering, Per Project Greater than 200 Pair,	15.82	--

Per DSO/DS1 Pair	0.76	--
200 Pair or Less, Per DSO/DS1 Pair	1.68	--
Fiber Cable Splice		
Engineering, Per Fiber	15.82	--
48 Fiber or Less, Per Fiber	83.38	--
Greater than 48 Fiber, Per Fiber	66.36	--
Facility Pull-Engineering		
Per Project	46.02	--
Facility Pull		
Per Linear Foot	\$0.62	--
<u>Cable Termination</u>		
DSO Cable (Connectorized)		
Per 100 Pair	2.50	--
DSO Cable (Unconnectorized)		
Per 100 Pair	24.95	--
DS1 Cable (Connectorized)		
Per 28 Pair	0.62	--
DS1 Cable (Unconnectorized)		
Per 28 Pair	18.71	--
DS3 Coaxial Cable (Preconnectorized)		
Per DS3	0.62	--
DS3 Cable (Unconnectorized)		
Per DS3	6.24	--
Fiber Cable, Per Fiber Termination	83.38	--
<u>Subduct Space</u>		
Manhole, Per Project	--	\$4.56
Per Linear Foot	--	0.04
<u>Conduit Space (4" Duct)</u>		
Manhole, Metallic, Per Conduit	--	7.36
Metallic, Per Linear Foot	--	0.04
<u>Facility Termination-Material</u>		
DSO Cable, Per 100 Pair	--	2.27
DS1 Cable, Per 28 Pair	--	11.57
DS3 Cable, Per Coaxial	--	7.12

Cable Vault Space

Per 1200 Pair, Material, Per Splice	--	\$254.36
Per 1200 Pair, Per Cable	--	2.45
Per 900 Pair, Material, Per Splice	--	185.24
Per 900 Pair, Per Cable	--	2.22
Per 600 Pair, Material, Per Splice	--	122.65
Per 600 Pair, Per Cable	--	1.58
Per 100 Pair, Material, Per Splice	--	25.89
Per 100 Pair, Per Cable	--	0.36
Per 48 Fiber, Material, Per Splice	--	6.39
Per 48 Fiber, Per Subduct	--	0.66
Per 96 Fiber, Material, Per Splice	--	18.26
Per 96 Fiber, Per Subduct	--	0.66

Cable Rack Space

Metallic DSO, Per Linear Foot	--	0.0029
Metallic DS1, Per Linear Foot	--	0.0018
Fiber, Per Innerduct Foot	--	0.0040
Coaxial, Per Linear Foot	--	0.0100

Labor Rates, Per Technician

Basic Business Day		
1st Half Hour	26.81	--
Each Additional Half Hour	13.41	--
Overtime Non-Business Day		
1st Half Hour	100.00	--
Each Additional Half Hour	75.00	--
Premium Non-Business Day		
1st Half Hour	150.00	--
Each Additional Half Hour	125.00	--

3.3. At Marion Telephone's request, Verizon will provide redundant entrances."

Section 251(c)(2)(B) of the Act, clearly requires Verizon to provide interconnection with its network "at any technically feasible point within the carrier's network." Insertion of this proposed language will ensure compliance with Verizon's duties under the Act.

Issue 16: Under the Network Elements Attachment, Section 1.7, is it reasonable for Verizon to charge a non-recurring fee for customer visits, and at the same time exclude Marion Telephone from being able to charge Verizon for expenses associated with Verizon's actions?

Marion Telephones proposes the following language to replace Section 1.7, and add a new Section 1.8, to make this agreement more equitable:

“1.7 If as the result of Marion Telephone Customer actions (i.e., Customer Not Ready (“CNR”)), Verizon cannot complete requested work activity when a technician has been dispatched to the Marion Telephone Customer premises, Marion Telephone will be assessed a non-recurring charge associated with this visit. This charge will be the sum of the applicable Service Order charge as provided in the Pricing Attachment and the Premises Visit Charge as provided in Verizon's applicable retail or wholesale Tariff.

1.8 If as the result of Verizon actions (i.e., Customer Not Ready (“CNR”)), Marion Telephone cannot complete requested work activity when a technician has been dispatched to the Marion Telephone Customer premises, Verizon will be assessed a non-recurring charge associated with this visit. This charge will be the sum of the applicable Service Order charge as provided in the Pricing Attachment and the Premises Visit Charge as provided in Verizon's applicable retail or wholesale Tariff.”

Issue 17: Under the Network Elements Attachment, should Verizon be required to provide loop information and location?

When a CLEC is only using the loop of the ILEC on a wholesale basis, the CLEC need to know where the loop begins and ends. Otherwise, a customer may have to wait months for service because the CLEC didn't construct a Remote Terminal to their location. A sub-section should be added to this Attachment to read as follows:

“Section 3.6 (Loop Transmission Types)

Upon request from Marion Telephone, Verizon will provide the V & H coordinates, maps, address, number of lines, and E911 addresses and numbers of the lines associated with each CO, Wire Center, and/or MDF in a given exchange. At Marion Telephone's request, an engineer will meet with them to provide and clarify any information regarding the above. Marion Telephone may be charged a reasonable hourly fee for this service.”

Issue 18: Under Sections 6.1.2 and 6.2.2 (Sub Loop) of the Network Elements Attachment, is it reasonable to limit Marion Telephone's distance from the FDI to within 100 feet?

With the advancements in technology, there is no technically practical reason to stay within 100 feet of Verizon's FDI. These requirements should be removed.

Issue 19: Under Section 6.1.7 (Sub Loop) of the Network Elements Attachment, is it reasonable to require Marion Telephone to advise Verizon what services that will be provided?

This language should be removed as it serves no useful purpose, and it unnecessarily burdens Marion Telephone with no benefit to either party.

Issue 20: Under Section 6.2.2 (Sub Loop) of the Network Elements Attachment, should Verizon be required provide the physical information of the remote terminals and were the lines begin and end?

When a CLEC is only using the loop of the ILEC on a whole sale basis, it needs to know were the loop begins and ends. This is so a customer doesn't call and then they have to potentially wait several months for service because the CLEC didn't construct a Remote Terminal to their location.

Issue 21: Under Section 6.2.6 (Sub Loop) of the Network Elements Attachment, is it fair and reasonable to permit Verizon to charge for erroneous dispatches, but not permit Marion Telephone to charge for the same?

Language should be inserted in this section to permit Marion Telephone to charge Verizon reasonable fees to charges associated with Verizon's errors. Marion Telephone proposes the following language to be added to this section:

"If as the result of Verizon's instructions, Marion Telephone is erroneously dispatched to a site on Marion Telephones premises ("dispatch in"), the charges set forth in Pricing Attachment and Verizon's applicable Tariffs will be assessed per occurrence to Verizon by Marion Telephone. If as the result of Verizon's instructions, Marion Telephone is erroneously dispatched to a site outside of Marion Telephones premises ("dispatch out"), the charges set forth in Pricing Attachment and Verizon's applicable Tariffs will be assessed per occurrence to Verizon by Marion Telephone."

Issue 22: Under Section 15 (Maintenance of Network Elements) of the Network Elements Attachment, should Verizon be required to send an employee out on a trouble ticket when Marion Telephone requests, if Marion Telephone pays the overtime?

Marion Telephone asserts that the following language should be added to this section:

"Verizon will respond after hours (Overtime) but Marion Telephone may be required to pay overtime charges (attached). If Verizon causes Marion Telephone to go to customer premises and service is not ready, Marion Telephone will charge Verizon for Marion Telephones technician's service call."

Issue 23: Under Section 1 (Verizon's Provision of Collocation) of the Collocation Attachment, should Verizon be required provide the physical information of the remote terminals and were the line begins and ends?

When a CLEC is only using the loop of the ILEC on a whole sale basis, it needs to know were the loop begins and ends. This is so a customer doesn't call and then they have to potentially wait several months for service because the CLEC didn't construct a Remote

Terminal to their location. Marion Telephone proposes the following language to be added to this section:

"Upon request from Marion Telephone, Verizon will provide the V & H coordinates, maps, address, number of lines, and E911 addresses and numbers of the lines associated with each CO, Wire Center, and/or MDF in a given exchange. At Marion Telephones request an engineer will meet with them to provide and clarify any information regarding the above. Marion Telephone maybe charged an hourly fee."

* * * * *

For the foregoing reasons, Marion respectfully requests the Commission to arbitrate the terms and conditions of a new Interconnection Agreement between Verizon and Marion Telephone consistent with the positions set forth herein.

Respectfully submitted,



JAMES KELLER, President
Marion Telephone, LLC
P.O. Box 785
Marion, IL 62959

CERTIFICATION

I hereby certify that a true and correct copy of the foregoing served on the following, this 20th day of October, 2006, by electronic mail.

Hon. William Sayle Carnell
Attorney for Verizon
1515 N. Court House Road
Arlington, VA 22201
(703) 351-3180
william.s.carnell@verizon.com



JAMES KELLER